

**AMENDMENT TO CONTRACT**

This Amendment to Contract (the "Amendment") is entered into this 31 day of May, 2000, by and between the NEW JERSEY TURNPIKE AUTHORITY (the "Authority" and/or "NJTA"), a body corporate and politic established pursuant to N.J.S.A. 27:23-1, having its principal office at the Turnpike Administration Building, New Brunswick, County of Middlesex and State of New Jersey, for itself and on behalf of the Consortium (as hereinafter defined), and Adesta Communications, Inc. ("Adesta"), formerly known as MFS Network Technologies, Inc. ("MFSNT"), having an office at 200 East Park Drive, Suite 600, Mount Laurel, County of Burlington and State of New Jersey.

**RECITALS**

WHEREAS, NJTA, the PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority" and/or "PANYNJ"), a body corporate and politic created by Compact between the States of New Jersey and New York with the consent of the Congress of the United States, having its principal office at One World Trade Center, in the Borough of Manhattan, City, County and State of New York, the SOUTH JERSEY TRANSPORTATION AUTHORITY (the "Transportation Authority" and/or "SJTA"), a body corporate and politic established pursuant to N.J.S.A. 27:25A-1, having its principal office at P.O. Box 351, Hammonton, County of Atlantic and State of New Jersey, the NEW JERSEY HIGHWAY AUTHORITY (the "Highway Authority" and/or "NJHA") a body corporate and politic established pursuant to N.J.S.A. 27:12B-1, having its principal office at King George's Post Road, Woodbridge, County of Middlesex and State of New Jersey and the STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION ("DelDOT") having its principal office at DelDOT Administration Building, U.S. Route 113, Bay Road, Dover, Delaware (collectively, the "Consortium") each own and operate toll roads within the State of New Jersey, the State of New York and/or the State of Delaware; and

WHEREAS, the Consortium has designated the NJTA to be the lead agency authorized to act upon the behalf of the Consortium members with respect to the Contract dated March 10, 1998, between the NJTA and MFSNT (as supplemented and amended by those certain letter agreements dated January 21, 1999, April 12, 1999, June 18, 1999 and July 22, 1999, the "Contract"); and

WHEREAS, the Contract requires Adesta to provide the services and work associated with the design, installation and implementation of an electronic toll collection system ("ETC System"), the design, installation, marketing, operation and maintenance of a Fiber Optic System ("Fiber Optic System") and the design, installation, implementation, maintenance and operation of a customer service center ("CSC"), which includes a violations processing center ("VPC"), all as more fully described in the Contract; and

WHEREAS, the NJTA and Adesta held several meetings, to discuss the status of phased implementation of the ETC System and the functional operability of the VPC; and



WHEREAS, as a result of the aforesaid meetings the NJTA and Adesta agreed upon certain amendments to the Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein the NJTA, on behalf of the Consortium, and Adesta agree as follows:

1) SCHEDULE. The schedule that is attached hereto as Exhibit A (which includes Exhibit A-1 and Exhibit A-2) only pertains to Phased ETC Operations (as defined in paragraph 2 below) and to that limited extent Exhibit A supercedes "Exhibit A", "Exhibit B" and "Exhibit C" to the letter of June 18, 1999. Adesta agrees that the date for Final System Acceptance on the New Jersey Turnpike is June 5, 2001 and that the date for Final System Acceptance on the Garden State Parkway is June 11, 2001 (collectively the "End Dates"). Exhibit A does not include the Work and Services necessary to reach the End Dates. Adesta agrees that, in order to complete the Work and Services necessary to reach the End Dates, it must prepare a schedule which amends Exhibit C to the letter of June 18, 1999 (the "Final Schedule"). By June 15, 2000, Adesta shall deliver the Final Schedule to the NJTA, which will include, among other things, the installation of 2 lanes at the Wildwood toll plaza on the Garden State Parkway as the first Work and Services performed pursuant to the Final Schedule. (Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Contract.)

2) PHASED ETC OPERATIONS. The schedule that is attached hereto as Exhibit A provides that the work, services and testing to be performed by Adesta necessary to provide 163 lanes for ETC operations, pursuant to the scope of Work and Services required by the Contract as amended by this Amendment, on the Garden State Parkway (the "NJHA P.D.") will be completed and fully operational and accepted by the NJTA on or before September 30, 2000 and the work, services and testing to be performed by Adesta necessary to provide 160 lanes for ETC operations pursuant to the scope of Work and Services required by the Contract as amended by this Amendment, on the New Jersey Turnpike ("NJTA P.D.") (collectively, the "P.D. Lanes") will be completed and fully operational and accepted by the NJTA on or before September 30, 2000 (collectively "Phased ETC Operations"). Adesta shall comply with Exhibit A and the Work and Services related thereto.

If Adesta: (a) is 30 days behind in meeting any of the interim deadlines to finish any of the individual tasks listed in the schedule attached to this Amendment as Exhibit A; or (b) does not deliver NJHA P.D. by September 30, 2000; or (c) does not deliver NJTA P.D. by September 30, 2000, then the NJTA shall have the option: (y) to exercise its rights pursuant to paragraph 10 of this Amendment; and (z) to terminate the Contract. Upon the exercise of this option, the NJTA shall provide Adesta with a written notice of failure to comply which sets forth, in reasonable detail, the nature of the non-compliance; nothing contained in this notice shall provide Adesta with a right to cure or constitute a pre-condition to the right of the NJTA to exercise this option.

In the event that the Work and Services associated with the P.D. Lanes is not accepted by the NJTA, but none-the-less the NJTA, in its sole discretion, elects to place the P.D. Lanes into operation without accepting all of the Work and Services associated with the P.D. Lanes, then, in that event, the following shall occur:

- (a) for 30 days thereafter the NJTA shall not invoke the remedy set forth in paragraph 2(z); and
- (b) Adesta shall have 30 days to finish the Work and Services required by NJTA's notice of failure to comply, failing which the NJTA shall have the option to invoke the remedy set forth in paragraph 2(z).

Upon the exercise of this election, the NJTA shall provide Adesta with a written notice of failure to comply which sets forth, in reasonable detail, the nature of the non-compliance; nothing contained in this notice shall provide Adesta with a right to cure or constitute a pre-condition to the right of the NJTA to exercise this option.

3) LIQUIDATED DAMAGES. The Liquidated Damages provisions of paragraph 8 of the letter of June 18, 1999 (a copy of paragraph 8 of the letter of June 18, 1999 is attached hereto as Schedule 1), shall apply except that the references therein to "Exhibit A", "Exhibit B" and "Exhibit C" shall be replaced with references to the attached Exhibit A.

4) CHANGE ORDER. Adesta and the NJTA have reached a negotiated settlement as to all outstanding change order requests and all potential but as yet unfiled change order requests and have agreed that: (a) for all of the change order requests attributable to the Work and/or Services listed on the attached Exhibit B that are attributable to the columns entitled "Work Already Completed" and "Work to be Completed Under Phased Deployment" the NJTA shall pay Adesta \$17,000,000 (the "Change Order No. 19 Payment"); (b) the cost for ETC Capital Construction as set forth in Section 6.02(a) of the Contract shall be increased by \$15,000,000 to \$164,947,344 which includes all prior change orders (as reduced as provided in paragraph 20 of this Amendment, the "Revised ETC Capital Construction Cost") and (c) the cost for Fiber Optic System Capital Construction as set forth in Section 6.02(f) of the Contract shall be increased by \$2,000,000 to \$65,046,764 which includes all prior change orders (the "Revised Fiber System Capital Construction Cost") (collectively the Revised ETC Capital Construction Cost and the Revised Fiber System Capital Construction Cost shall be referred to as the "Revised ETC and Fiber Costs").

The Revised ETC and Fiber Costs includes all pending change order requests and all claims of Adesta that could be set forth in a change order request under the Contract including but not limited to a claim for additional compensation for the matters set forth on the attached Exhibit B, all such claims being waived by Adesta. Adesta agrees that there are no other pending requests for change orders and Adesta agrees that there are no facts currently known which now, or with the passage of time, could give rise to a request for a change order, excepting only: (a) the Work and/or Services of The Chase Manhattan Bank N.A. ("Chase"), for Change Order Numbers 15, 16, 17 and 18, and (b) Pulnix cameras. Adesta agrees that it will receive no additional compensation for the Work and/or Services listed on the attached Exhibit B that is attributable to the column entitled "Work to be Completed Under Full Deployment".

The Change Order No. 19 Payment shall not be paid by the NJTA to Adesta in one lump sum; instead, after having first deducted \$2,000,000, the \$15,000,000 balance of the Change Order No. 19 Payment shall be released to Adesta in periodic payments pursuant to the

methodology that is set forth on the attached Exhibit C and the requirements of the Contract, as modified by paragraph 8 of this Amendment, for the submission of payment requests.

Such \$2,000,000 together with the \$4,000,000 payment set forth in paragraph 10 of this Amendment (collectively the "Deferred Payment") shall be held by the NJTA and shall not be released to Adesta unless and until Adesta has complied, to the satisfaction of the NJTA, with the requirements of paragraphs 1, 2, 10 (a, b, c, and d), 11(a), 14, 15(a), 15(b) and 16 of this Amendment. Failure of Adesta to comply with the requirements of paragraphs 1, 2, 10 (a, b, c, and d), 11(a), 14, 15(a), 15(b) or 16 of this Amendment will relieve the NJTA of its obligation, without adversely affecting any other right that it might have, to make the Deferred Payment to Adesta and Adesta hereby waives its right to receive the Deferred Payment.

5) CHANGE ORDER WORK. Adesta shall complete, to the satisfaction of the NJTA, all Work and/or Services required for each item listed on the attached Exhibit B, by the dates set forth on the attached Exhibit B, whether or not a portion of the Revised ETC and Fiber Costs was actually allocated to any such individual item.

6) FUNDING FOR PAYABLES. As a pre-condition to the execution of this Amendment by the NJTA, Able Telcom Holding Corp. ("Able"), shall cause to be deposited into the Segregated Account (as defined in paragraph 17) \$10,000,000, subject to verification by the NJTA, which shall be used by Adesta solely and exclusively for the purpose of paying the payables, debts, claims and obligations of Adesta that are related to the Project as set forth on the attached Exhibit D.

7) FINANCIAL CAPABILITY. Adesta unreservedly represents to the NJTA that, not taking into consideration retainage pursuant to the Contract, it has adequate monetary resources to fully complete the Project and to perform all of the Work and/or Services attributable to each of the items listed on the attached Exhibit B.

8) REQUESTS FOR PAYMENT. The procedure for submitting requests for payment as set forth in the Contract and Exhibit 11 thereto is hereby modified as follows:

Adesta shall have the option to submit a request for payment on a weekly rather than on a monthly basis. In order to avail itself of that option Adesta must submit a fully documented payment request that complies, in all respects, with the requirements of the Contract on a Monday for Work and/or Services performed during the preceding week. Assuming, for example, that Adesta submits a fully documented payment request on a Monday, the NJTA shall evaluate each such request for payment and respond thereto, either by approval for full or partial payment or rejection thereof because of a lack of conformity with the requirements of the Contract, by the first Friday after the Monday on which Adesta submits a payment request. NJTA reserves the right to withhold money from any payment pursuant to a subsequent requisition pertaining to any overpayment to Adesta pursuant to a prior requisition for payment for Work and/or Services not actually performed by Adesta.

Adesta hereby agrees that all payments due to Adesta that Adesta represents are attributable, in whole or in part, to Work or Services performed by subcontractors or for material or equipment supplied by vendors (collectively a "Third Party"), at the option of the NJTA, may be paid by the Trustee directly to each such Third Party.

9) VPC PAYMENTS. Upon the execution of this Amendment by the NJTA, because of the efforts made by Adesta to finish the punch list for incomplete components of the VPC as referenced in paragraph 1 of the letter of July 22, 1999, the NJTA will release the retained VPC payments for November 1998, December 1998, January 1999 and February 1999 consisting of \$1,160,976.12 to Adesta.

Payments shall commence for VPC services rendered on and after the first Monday after the date on which this Amendment is executed by the NJTA. Payment for said services shall be made, every second Monday in arrears, at the 1999 rates until the first month after the compensation of Adesta for 2 consecutive months equals or exceeds \$755,050.50 per month, at which time Adesta shall thereafter be compensated at the 2000 rates. However, in no event shall Adesta be paid for image reviews relating to ETC buffered reads until the date on which system warranty and maintenance are no longer the responsibility of Adesta.

10) VPC OPERATIONS. Adesta shall operate and continue to develop the VPC until September 30, 2000, at which time Adesta shall demonstrate, to the satisfaction of the NJTA, that it has achieved the VPC performance standards and the necessary improvements, including, but not limited to, items 28, 29 and 30 set forth on the attached Exhibit E (the "VPC Performance Standards"). Every 2 weeks, commencing with the second week after the date on which this Amendment is executed by the NJTA, Adesta shall provide a status report to the NJTA setting forth the progress that it has made in achieving the VPC Performance Standards.

Notwithstanding the limitations in the April 12, 1999 letter, as amended by the June 18, 1999 letter, regarding Adesta's entitlement to receive VPC operating payments from March 1999 through the date on which this Amendment is executed by the NJTA and in view of the expenses that it has incurred in operating the VPC during the aforesaid period, the NJTA shall pay Adesta at the time that Adesta has complied, to the satisfaction of the NJTA, with the requirements of paragraph 1, 2, 10 (a, b, c, and d), 11(a), 14, 15(a), 15(b) and 16 of this Amendment, the sum of \$4,000,000 allocable to the operation of the VPC during the aforesaid period.

The aforesaid payment of \$4,000,000 shall constitute part of the Deferred Payment which, in addition to the \$2,000,000 referred to in paragraph 4 of this Amendment, in the aggregate equals \$6,000,000. However, in no event shall the payments to Adesta pursuant to paragraph 4 of this Amendment and this paragraph 10, if made, in the aggregate exceed \$21,000,000.

The NJTA shall have the option, which it shall not be obligated to exercise, to delete, without payment or further compensation to Adesta (except for payments due and payable for VPC operations for the period prior thereto and payments pursuant to the last sentence of this paragraph 10), the development and operation of the VPC from the scope of Work and Services to be performed by Adesta pursuant to the Contract and to engage a third party for VPC operations upon any one of the following:

- (a) by June 15, 2000, Adesta fails to complete the processing of the current backlog of VPC disputes and the mailing of the current backlog of second APR's; or
- (b) by September 15, 2000, Adesta fails to demonstrate through a computer system simulation test that it has met the specifications contained in a test plan and a test script prepared by Adesta, submitted to the NJTA by July 15, 2000, and within 10 Business Days thereafter either approved or rejected by the NJTA, for the VPC to successfully process and support all functional software and hardware components of VPC operations consistent with the anticipated transaction volume attributable to all of the five Consortium Agencies; or
- (c) Adesta fails to meet the schedule required by paragraph 2 of this Amendment; or
- (d) by September 30, 2000, Adesta fails to meet any one of the VPC Performance Standards as set forth on the attached Exhibit E; or
- (e) by October 30, 2000, Adesta fails to demonstrate, pursuant to a test plan and a test script prepared by Adesta, submitted to the NJTA by July 15, 2000, and within 10 Business Days thereafter either approved or rejected by the NJTA, through live operations for the immediately preceding 30 consecutive days that it has met the VPC Performance Standards consistent with the actual transaction volume attributable to the NJTA, the SJTA, the NJHA, and DelDOT.

Upon the exercise of this option, the NJTA shall provide Adesta with a written notice of failure to comply which sets forth, in reasonable detail, the nature of the non-compliance; nothing contained in this notice shall provide Adesta with a right to cure or constitute a pre-condition to the right of the NJTA to exercise this option.

Notwithstanding the adequacy of Adesta's performance in developing and operating the VPC, at any time after 60 days from the date of this Amendment, the NJTA shall have the right to initiate discussions with other persons and entities in order to select an entity as a substitute for Adesta in connection with VPC development and operations in the eventuality that Adesta fails to comply, to the satisfaction of the NJTA, with the requirements of paragraphs 1, 2, 10 (a, b, c, and d), 11(a), 14, 15(a), 15(b) and 16 of this Amendment. The NJTA shall not require the assistance or participation of Adesta in these discussions to the extent that such assistance or participation would interfere with Adesta's VPC operations or impose significant costs or materially interfere with any of Adesta's employees' performance of the duties required by Adesta under this Amendment.

Upon the exercise of the aforesaid option, Adesta shall terminate its effort to operate the VPC on such date as set forth in a written notice from the NJTA, which date shall be not less than 30 but not more than 60 days from the date of the written notice (the "Termination Date"). If the NJTA exercises its option to replace Adesta as the developer and operator of the VPC, to effectuate such transfer on the Termination Date, Adesta shall fully cooperate with the transition to the new operator of the VPC that is engaged by the NJTA. On the Termination Date, Adesta shall deliver to the NJTA the following: a) keys to all doors, drawers and file cabinets; b) the

codes for alarms; c) all warranty information; d) all user manuals; e) all equipment leases; f) all software in source and executable format; g) all processes and protocols for operations; and h) whatever other items, documents, equipment, fixtures, furniture, contracts, leases and materials that are reasonably necessary to deliver the VPC in its then current functioning condition to the NJTA or to a third party designated by the NJTA. Between the date of the aforesaid notice and the Termination Date Adesta shall be compensated at the current prevailing VPC rate.

11) IMAGING STANDARDS. Adesta shall meet the following standards (collectively, the "Imaging Standards"):

- (a) On or before September 30, 2000, lanes equipped with a violation enforcement system on the roadways of the NJHA, SJTA and DelDOT shall transmit to the VPC fully readable images of the complete license plates of vehicles for at least 70% of the aggregated violations and at least 70% of the aggregated class and other mismatched transactions occurring on all of such roadways, determined on a calendar month basis; provided, however, that such lanes equipped with a violation enforcement system shall transmit to the VPC such fully readable images for at least 60% of the violations and at least 60% of the class and other mismatched transactions occurring on each of such roadways, determined on a calendar month basis.
- (b) After September 30, 2000, and thereafter until Final System Acceptance, lanes equipped with a violation enforcement system on the roadways of the NJTA, NJHA, SJTA and DelDOT shall transmit to the VPC fully readable images of the complete license plates of vehicles for at least 70% of the aggregated violations and at least 70% of the aggregated class and other mismatched transactions occurring on all of such roadways, determined on a calendar month basis; provided, however, that such lanes equipped with a violation enforcement system shall transmit to the VPC such fully readable images for at least 60% of the violations and at least 60% of the class and other mismatched transactions occurring on each of such roadways, determined on a calendar month basis.
- (c) At Final System Acceptance, and thereafter for 120 consecutive days, lanes equipped with a violation enforcement system on the roadways of the NJTA, NJHA, SJTA and DelDOT shall transmit to the VPC fully readable images of the complete license plates of vehicles for at least 80% of the aggregated violations and at least 80% of the aggregated class and other mismatched transactions occurring on all of such roadways, determined on a calendar month basis; provided, however, that such lanes equipped with a violation enforcement system shall transmit to the VPC such fully readable images for at least 70% of the violations and at least 70% of the class and other mismatched transactions occurring on each of such roadways, determined on a calendar month basis.

Provided that each of the standards set forth in (b) and (c) above, respectively, pertaining to all of the roadways have been met, but the Imaging Standards applicable to an individual roadway (60% or 70%, as applicable) are not met in any calendar month, then Adesta shall pay, within 30 days, directly to the Agency operating such roadway for every unreadable image that falls below

the Imaging Standards, such roadway's average toll and that remedy shall be accepted in lieu of the right of the NJTA to declare Adesta in default under the Contract and this Amendment for failing to meet the Imaging Standards applicable to an individual roadway.

If there is a lane geometry configuration (not a design or software) problem in a particular lane which materially impairs the ability of the equipment, cameras or software installed in, or in relation to, such lane from transmitting to the VPC a fully readable and complete image of a license plate and Adesta proposes a workable and reasonable solution (at its sole cost and expense), consistent with considerations of safety (in that regard the NJTA will not be bound by, but shall take into consideration, the lane configurations for video enforcement systems at other United States toll agencies), to fix that problem which is rejected by the NJTA, then that particular lane shall be deleted from compliance with the Imaging Standards set forth in this paragraph.

12) ADESTA RELEASE. Adesta releases the NJTA and each of the Agencies from any, and all, claims, demands, suits, debts and obligations relating to the Contract up to and including the date of this Amendment. Adesta further agrees that none of the acts, omissions, directives or decisions of the NJTA constitutes a defense to performance under, or compliance with, the Contract.

13) NJTA RELEASE. The NJTA releases Adesta and Able from any, and all, claims, demands, suits, debts and obligations for delay damages or liquidated damages (except to the extent already paid) arising from Adesta's delay in complying with the Program Schedule up to and including the date of this Amendment.

14) PROTOTYPE ETC LANE. Adesta shall deliver an operationally ready prototype ETC lane for full deployment on the Garden State Parkway that is fully equipped and tested by Adesta and approved by the Authority pursuant to the following schedule: (a) Adesta shall deliver the NJHA SDDD to the Authority on or before July 28, 2000; (b) thereafter, the schedule will follow Section 1.18 d. i. of the Contract; and (c) Adesta shall deliver the prototype lane on or before October 16, 2000.

Adesta shall deliver an operationally ready prototype ETC lane for full deployment on the New Jersey Turnpike that is fully equipped and tested by Adesta and approved by the Authority pursuant to the following schedule: (a) Adesta shall deliver the NJTA SDDD to the Authority on or before July 28, 2000; (b) thereafter, the schedule will follow Section 1.18 d. i. of the Contract; and (c) Adesta shall deliver the prototype lane on or before October 16, 2000.

15) SOFTWARE. The acceptability of the source code components of the Software Documentation will be measured by the standard for evaluation set forth in the attached Exhibit F, and the acceptability of all other components of the Software Documentation shall be evaluated pursuant to the Software Development Plan ("SDP") which will be developed and approved pursuant to the following schedule: (a) Adesta shall deliver an SDP on or before June 30, 2000; (b) the NJTA shall review and accept or reject the proposed SDP, and provide Adesta with a written evaluation, in reasonable detail, on or before July 14, 2000; and (c) Adesta shall deliver the revised SDP to the NJTA on or before July 28, 2000.

The following schedule shall apply to the Software Documentation:

- (a) Adesta shall deliver the Software Documentation for all Contractor and Third Party software and firmware required under the Contract and/or under Change Orders pursuant to the Contract and this Amendment within 10 Business Days of the date on which this Amendment is executed by the NJTA (the "First Delivery"). The NJTA shall grade the source code component of the First Delivery pursuant to Exhibit F within 15 Business Days of its receipt of the First Delivery. The source code component of the First Delivery does not have to meet any particular level on Exhibit F, but the evaluation leading to a grade will be used to establish the baseline for the Software Documentation. The NJTA will provide Adesta with the written evaluation report that it receives from the evaluator pertaining to the First Delivery. Such evaluation report shall contain reasonable detail. Adesta shall respond within 15 Business Days to written questions submitted by the NJTA pertaining to the First Delivery.
- (b) On or before September 1, 2000, Adesta shall submit a revised current version of the First Delivery to the NJTA (the "Second Delivery"). The source code component of the Second Delivery shall achieve an overall level of at least "8" pursuant to Exhibit F. The NJTA shall grade the source code component of the Second Delivery pursuant to Exhibit F within 10 Business Days of its receipt of the Second Delivery. The NJTA will provide Adesta with the written evaluation report that it receives from the evaluator pertaining to the Second Delivery. Such evaluation report shall contain reasonable detail.
- (c) On or before November 30, 2000, Adesta shall submit a revised current version of the Second Delivery to the NJTA (the "Third Delivery"). The source code component of the Third Delivery shall achieve an overall level of at least "9" pursuant to Exhibit F. The NJTA shall grade the source code component of the Third Delivery pursuant to Exhibit F within 10 Business Days of its receipt of the Third Delivery. The Third Delivery, except for the source code component, shall be evaluated under the standards set forth in the SDP. The NJTA will provide Adesta with the written evaluation report that it receives from the evaluator pertaining to the Third Delivery. Such evaluation report shall contain reasonable detail. Adesta shall provide refresher training in the use and maintenance of the software and Software Documentation so that Agency personnel or agents of a third party engaged by the NJTA are kept current with respect to the Third Delivery.
- (d) On or before January 30, 2001, Adesta shall submit a revised current version of the Third Delivery to the NJTA (the "Fourth Delivery"). The source code component of the Fourth Delivery shall achieve an overall level of "10" pursuant to Exhibit F, and the balance of the Software Documentation shall meet the standards set forth in the SDP. The NJTA shall grade the source code component of the Fourth Delivery pursuant to Exhibit F, and evaluate the balance of the Software Documentation under the SDP, within 10 Business Days of its receipt of the Fourth Delivery. The NJTA will provide Adesta with the written evaluation



report that it receives from the evaluator pertaining to the Fourth Delivery. Such evaluation report shall contain reasonable detail. Adesta shall provide refresher training in the use and maintenance of the software and Software Documentation so that Agency personnel or agents of a third party engaged by the NJTA are kept current with respect to the Fourth Delivery.

Adesta represents to the NJTA as follows: (a) no limitation has been imposed by it upon a third party supplier of Software Documentation prohibiting such third party from dealing directly with the NJTA; and (b) no limitation has been imposed upon Adesta by any third party supplier of Software Documentation, which is or which should be in Adesta's possession, that would prohibit Adesta from transferring any Software Documentation to the NJTA.

Within 10 days of the date on which the NJTA executes this Amendment, Adesta shall deliver to the NJTA all licenses reflecting the NJTA as the licensee as required by Section 2.06 of the Contract.

At any time up to 30 days from the date on which this Amendment is executed by the NJTA, the NJTA shall have the right, but not the obligation, to assign (at the sole cost and expense of the NJTA) up to a maximum of 3 persons (either employees of the Agencies or third parties engaged by the NJTA, the resumes of whom will be sent in advance to Adesta) who are experienced software code writers ("NJTA Code Writers") to work under the direction of Adesta at its offices in Mt. Laurel, New Jersey, until September 30, 2000, on a 40 hour/5day per week basis to assist Adesta in the development of the software and the Software Documentation. The NJTA Code Writers shall not have any responsibility or authority to direct the Work or Services performed by Adesta, its employees or its subcontractors, nor shall the NJTA of the NJTA Code Writers incur any liability in relation to the activities of the NJTA Code Writers, nor shall the participation of the NJTA Code Writers in the development of the software and the Software Documentation reduce the responsibilities and the liabilities of Adesta under the Contract.

If the NJTA elects to terminate the Contract or if the NJTA exercises its option pursuant to paragraph 10 to delete the development and operation of the VPC from the scope of the Work and Services to be performed by Adesta pursuant to the Contract, the NJTA shall have the right to interview and engage any of Adesta's employees for a period of time not to exceed 30 days if Adesta is actively engaged in the business of supplying intelligent transportation services (the "Consultancy Period") or any employee for an indefinite period of time if Adesta is no longer engaged in the business of supplying intelligent transportation services. In the event that the NJTA exercises its right pursuant to paragraph 10, the NJTA shall be limited in its engagement of Adesta's employees to VPC employees. During the Consultancy Period, Adesta's employees engaged by the NJTA shall remain the employees of Adesta and the NJTA shall reimburse Adesta for the weekly salary of each such employee plus 42% and the reasonable travel expenses incurred by each such employee.

16) TRAINING. On September 5, 2000, Adesta shall commence and on or before September 30, 2000, subject to the availability of the appropriate Agency personnel or third party designees, Adesta shall complete the training of Agency personnel or agents of a third party engaged by the NJTA in the use and maintenance of the software and Software Documentation delivered pursuant to paragraph 15(b). Such training shall be conducted pursuant to a training

plan, which shall include a training schedule (the "Training Plan") which will be developed and approved pursuant to the following schedule: (a) Adesta shall deliver the Training Plan on or before August 4, 2000; (b) the NJTA shall review and accept or reject the proposed Training Plan, and provide Adesta with a written evaluation, in reasonable detail, on or before August 18, 2000; and (c) Adesta shall deliver the revised Training Plan to the NJTA on or before September 1, 2000.

17) SEGREGATED ACCOUNT. On and after the date on which this Amendment is executed by the NJTA, all money released by the NJTA to Adesta pursuant to the Contract or this Amendment (the "NJTA Payments") shall only be used by Adesta for paying costs and expenses related to Adesta's direct performance under the Contract or this Amendment and may not be used by Adesta for any other purpose. The NJTA Payments shall be deposited by Adesta only into a segregated account (the "Segregated Account") at a state or federally chartered financial institution located in the State of New Jersey and shall not be commingled with any other funds. As a precondition to the execution of this Amendment by the NJTA, Adesta shall provide the NJTA with the identity of such institution and the account number. Upon Final System Acceptance, the NJTA shall release Adesta from the requirement to maintain the Segregated Account.

18) RESTRICTION ON FUNDS. Able shall not withdraw, sweep or clear any money from the Segregated Account, nor shall Able exercise any control over any money deposited in the Segregated Account nor shall Able direct Adesta to use or spend that money except for the Project.

19) REPRESENTATIONS. Adesta represents to the NJTA as follows:

- (a) with the exception of the signage requirements for by-pass lanes at Interchange 6 on the New Jersey Turnpike which will be resolved by May 26, 2000, and canopy sign design at the Cape May Toll Plaza and the Great Egg Toll Plaza on the Garden State Parkway which was recently submitted, there are no outstanding design issues pertaining to: (i) NJHA P.D.; (ii) NJTA P.D.; or (iii) the Fiber Optic System;
- (b) the current lane closure schedules of the NJTA for NJTA P.D. (as set forth in Exhibit G) and the NJHA (as currently amended for summer lane closures on the Garden State Parkway as set forth in DCN NJCMFS 01089, attached hereto as Exhibit H) are acceptable to it; and
- (c) during the negotiation, and prior to the execution, of this Amendment, it had an opportunity to, and did, in fact, confer with its legal counsel, financial advisors and technical consultants.

Nothing in 19 (a) or (b) will prevent Adesta from meeting the schedules set forth in paragraphs 1 and 2; provided, however, as to Interchanges 2, 5 and 8 the NJTA shall finish the work itemized on the attached Exhibit I by the dates set forth on the attached Exhibit I.

As to 19(a) the NJTA currently has no information to the contrary.

20) PROJECT SCOPE. The Project shall be reduced in scope and the Revised ETC Capital Construction Cost shall be reduced by \$18,406,383 by the deletion of the items set forth on the attached Exhibit J; which items shall not be required to be included in the Work and Services for the Final Schedule. Adesta consents to the reduction in Project scope without any compensation to it. Taking into account the change order approved in paragraph 4 of this Amendment and all prior change orders the Revised ETC Capital Construction Cost is \$146,540,961, as set forth on the attached Exhibit K.

21) PERSONNEL. Attached hereto as Exhibit L is a table of personnel resources which Adesta shall devote to the Project (the "Org Chart"). The Org Chart identifies by name and function those persons who will work on the Project. Except as specifically designated, the persons identified on the Org Chart shall not be allocated to any other work until the Project is complete to the satisfaction of the NJTA.

22) PRECONDITIONS TO NJTA PERFORMANCE. As a pre-condition to the execution of this Amendment by the NJTA, Adesta shall submit to the NJTA each of the following:

- (a) subcontracts providing for Phased ETC Operations and the Work and/or Services required by this Amendment, fully executed and delivered by the parties, between Adesta and Lightning/Railroad joint venture (the "Joint Venture"), R.E. McMahon, Carr & Duff, and George Sparks Inc., respectively, which at a minimum provide for construction and all other necessary Work and/or Services in accordance with Exhibit A;
- (b) proof, satisfactory to the NJTA, that Adesta has all of the insurance coverage as required by the Contract;
- (c) a signed employment agreement (redacted only as to compensation), between Adesta Transportation, Inc., and each of Mark Reed and Warren Wayland, with terms that are satisfactory to the NJTA; and
- (d) a certification in the form attached hereto as Exhibit M, certifying that all equipment suppliers, service providers, subcontractors and suppliers, including but not limited to Mark IV, Peek Traffic and SICK Incorporated, are willing and able to deliver and perform in accordance with the schedule for NJHA P.D. and NJTA P.D. set forth in Exhibit A.

23) NEGOTIATED AGREEMENT. This Amendment reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

24) THIRD PARTY ACKNOWLEDGEMENT. Execution by the NJTA of this Amendment is contingent upon the execution of this Amendment by Adesta and Able, and the delivery thereof by such parties to the NJTA.

25) COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

26) FULL FORCE OF CONTRACT. Except as specifically modified by this Amendment, the terms and conditions of, including the representations of MFSNT set forth in, the Contract, and all attachments and exhibits thereto, shall remain in full force and effect.

ADESTA COMMUNICATIONS, INC.

By: /s/Philip A. Kernan, Jr.  
Philip A. Kernan, Jr., Vice President

NEW JERSEY TURNPIKE AUTHORITY

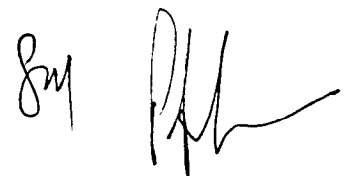
By: /s/Edward Gross  
Edward Gross, Executive Director

The undersigned agrees to be bound by the terms of this Amendment. The undersigned further agrees that none of the acts, omissions, directives or decisions of the NJTA or Adesta constitutes a defense to performance under, or compliance with, the Contract, and the undersigned is unaware of any claims or defenses with respect to the enforceability of the Contract or the bonds (as amended) delivered pursuant to §1.31 of the Contract. All corporate action necessary to authorize the execution of this Amendment has been taken by the undersigned.

ABLE TELCOM HOLDING CORP.

By: /s/Billy V. Ray

Dated: May 25, 2000

Two handwritten signatures are present in the bottom right corner of the page. The first signature is a stylized, cursive 'B' followed by a vertical line, likely representing Billy V. Ray. The second signature is a more complex, cursive signature, possibly representing a corporate representative or witness.

# Garden State Parkway Opening Dates

|                               |                |
|-------------------------------|----------------|
| Matawan .....                 | May 25, 2000   |
| Keyport .....                 | May 25, 2000   |
| Asbury Park Mainline .....    | May 26, 2000   |
| Holmdel North & South .....   | June 16, 2000  |
| Red Bank North & South .....  | June 16, 2000  |
| Eatontown .....               | June 16, 2000  |
| Belmar North & South .....    | July 18, 2000  |
| Lakewood North & South .....  | July 18, 2000  |
| Lakehurst North & South ..... | July 18, 2000  |
| Toms River .....              | July 18, 2000  |
| Barnegat .....                | Aug. 4, 2000   |
| Lacy North & South .....      | Aug. 4, 2000   |
| New Gretna .....              | Aug. 17, 2000  |
| Great Egg .....               | Sept. 5, 2000  |
| Cape May .....                | Sept. 19, 2000 |

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of two parts, possibly initials or a name, written in a cursive or script style.

# New Jersey Turnpike Construction Completion Dates

|  |                      |
|--|----------------------|
| Exit 1 Delaware Memorial Bridge.....                 | August 11, 2000      |
| Exit 2 Swedesboro.....                               | Sept. 21, 2000       |
| Exit 3 Woodbury.....                                 | June 30, 2000        |
| Exit 4 Camden.....                                   | July 28, 2000        |
| Exit 5 Burlington .....                              | Sept. 21, 2000       |
| Exit 6 PA Turnpike .....                             | August 27, 2000      |
| Exit 6A PA Turnpike-Florence .....                   | July 22, 2000        |
| Exit 7 Bordentown-Trenton.....                       | June 30, 2000        |
| Exit 7A I-195-Trenton-Shore Points.....              | June 30, 2000        |
| Exit 8 Heightstown-Freehold.....                     | Sept. 8, 2000        |
| Exit 8A Jamesburg-Cranbury.....                      | Aug. 27, 2000        |
| Exit 9 New Brunswick-Admin. Bldg.....                | Aug. 11, 2000        |
| Exit 10 Metuchen-Edison.....                         | July 28, 2000        |
| Exit 11 GSP-Woodbridge-The Amboys .....              | Sept. 21, 2000       |
| Exit 12 Carteret-Rahway .....                        | July 14, 2000        |
| Exit 13 I278-Elizabeth-Goethals & Verranzano.....    | July 22, 2000        |
| Exit 13A Newark Airport- Elizabeth Seaport .....     | June 30, 2000        |
| Exit 14 I78 Newark Airport.....                      | Sept. 8, 2000        |
| Exit 14A Bayonne.....                                | August 11, 2000      |
| Exit 14B Jersey City – Liberty State Park.....       | July 14, 2000        |
| Exit 14C Holland Tunnel.....                         | July 28, 2000        |
| Exit 15E Newark – Jersey City.....                   | June 30, 2000        |
| Exit 15W I280 Newark-The Oranges.....                | Sept. 21, 2000       |
| Exit 16/18E Lincoln Tunnel-NJ 3- Secaucus.....       | August 11, 2000      |
| Exit 16W Sportsplex-NJ 3- Secaucus- Rutherford ..... | July 28, 2000        |
| Exit 17E Secaucus- US 46.....                        | July 14, 2000        |
| Exit 18W George Washington Bridge-US 46 – I80.....   | Sept 21, 2000        |
| <b>New Jersey Turnpike System Opening .....</b>      | <b>Sept.30, 2000</b> |

SM  
PH

# E-ZPass<sup>sm</sup> REGIONAL CONSORTIUM

## KEY EVENTS COMPLETED

| D a t e           | E v e n t  |
|-------------------|--|
| March 10, 1998    | Signing of contract with MFS Network Technologies, Inc.  |
| November 11, 1998 | E-ZPass becomes operational on the Delaware Turnpike (I-95).<br><br>DeIDOT Customer Service Center becomes operational at Newark, Delaware.<br><br>Secaucus Customer Service Center becomes operational. |
| November 13, 1998 | E-ZPass becomes operational on the entire Atlantic City Expressway.<br><br>English Creek Customer Service Center opens in Egg Harbor Township, New Jersey.   |
| December 14, 1998 | Executed first fiber optic agreement with Metromedia Fiber Network (MFN) for \$7,019,950.  |
| April 1, 1999     | Executed fiber optic agreement with Williams Communications for \$9,276,556.   |
| April 8, 1999     | E-ZPass becomes operational on State Route 1 (Dover Plaza) in Delaware (DeIDOT).<br><br>Dover Customer Service Center becomes operational in Delaware.   |
| July 24, 1999     | Violations Processing Center in Secaucus becomes operational.  |
| November 17, 1999 | E-ZPass becomes operational at the Biddles Toll Plaza on Delaware's State Route 1. The Biddles installation is the first toll facility on the east coast to introduce high-speed E-ZPass lanes.          |

**- Continued -**

D a t e

E v e n t

|                   |   |
|-------------------|---|
| December 1, 1999  | E-ZPass becomes operational at the Hillsdale Plaza and the Paramus North and South ramps on the Garden State Parkway.           |
| December 31, 1999 | Executed first amendment to fiber optic agreement with MFN in the amount of \$13,379,728.                                       |
| January 12, 2000  | E-ZPass becomes operational at the Bergen Toll Plaza and the nearby Clifton and Saddle Brook ramps on the Garden State Parkway. |
| February 16, 2000 | E-ZPass becomes operational at the Essex Toll Plaza and the nearby Passaic and Watchung ramps on the Garden State Parkway.      |
| February 23, 2000 | Executed fiber optic agreement with AT&T for \$12,520,000.  |
| March 2, 2000     | E-ZPass becomes operational at the East Orange and Bloomfield ramps on the Garden State Parkway.                                |
| March 10, 2000    | E-ZPass becomes operational at the Union Toll Plaza and the Union and Irvington ramps on the Garden State Parkway.              |
| March 31, 2000    | E-ZPass becomes operational at the Raritan Toll Plaza   |
| April 12, 2000    | Executed first amendment to fiber optic agreement with Williams in the amount of \$6,935,040.                                   |
| April 28, 2000    | Duct installation along rights-of-way of Consortium facilities (over 400 miles) substantially completed (including Route 42).   |
| May 12, 2000      | Fiber installation along all rights-of-way substantially complete (including Route 42).   |
| May 26, 2000      | E-ZPass becomes operational at the Asbury Park toll plaza on the Garden State Parkway and the nearby Keyport and Matawan ramps. |